

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-17-2001



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101646610

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 4-10-01

TO: The Commissioner of Patents and Trademarks; Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # 002171 Frame # 0252

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name LIVEWARE5, INC.

Execution Date
Month Day Year
10/3/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization IOWA

Receiving Party

Mark if additional names of receiving parties attached

Name McLEOD TELECOMMUNICATIONS SERVICES, INC.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 600 C STREET SW

Address (line 2) _____

Address (line 3) CEDAR RAPIDS

IA

52404

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization IOWA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

40E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002231 FRAME: 0732

FORM PTO-1618B
Expires 08/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(319) 365-9461

Name

Douglas J. Stilwell

Address (line 1)

115 3rd Street SE

Address (line 2)

Shuttleworth & Ingersoll, PLC

Address (line 3)

P.O. Box 2107

Address (line 4)

Cedar Rapids, IA 52406

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/717573		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Douglas J. Stilwell

Name of Person Signing



Signature

4/10/01

Date Signed

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement, by and between, LIVEware 5, Inc., a Iowa corporation (hereinafter called "Assignor"), and McLeodUSA Telecommunications Services, Inc., a Iowa corporation (hereinafter called "Assignee"), is made and is effective as of October 3, 2000.

RECITALS

- A. Assignor is or may be a party to various contracts, agreements, leases and other documents (collectively, with all amendments, schedules, certificates and other related agreements and documents, the "Contracts").
- B. Assignor is dissolving and liquidating and it desires to assign and transfer all of its assets and all of its right, title and interest in, to and under the Contracts and to assign certain of its obligations and duties, including those under the Contracts and those on its Balance Sheet to Assignee.
- C. Assignee is the sole stockholder of Assignor and it desires to accept the assignment and transfer by Assignor of all of its assets and all of its right, title and interest in, to and under the Contracts and to assume and perform certain of Assignor's obligations and duties as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Bill of Sale. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, to and for the benefit of Assignee and its successors and assigns, to have and to hold, all right, title and interest of Assignor in, to and under all of Assignor's assets (the "Transferred Assets"), including without limitation the following:
 - a. Cash. All cash and bank accounts.
 - b. Accounts Receivable. All accounts or notes receivable.
 - c. Litigation Rights. Any rights to recovery by Assignor arising out of litigation relating to the business or to the assets.
 - d. Prepaid Expenses and Deposits. Prepaid expenses made by Assignor and deposits held by Assignor and related to the business or to the Transferred Assets.
 - e. Inventory. All inventories of supplies, raw materials, parts, finished goods, work-in-process, product labels and packaging materials that are usable or salable by Assignor in the ordinary course of the business and are owned by Assignor.

f. Equipment. All of the equipment, machinery, vehicles, furniture, fixtures, furnishings and leasehold improvements owned by Assignor and used in the business.

g. Permits. All of the permits, licenses and other approvals held by Assignor and used in the business.

h. Intangible Property. All of (1) the patents, patent applications, copyrights, copyright applications, trade names, trademarks or service marks, corporate names, websites and URL registrations, registered or unregistered and applications therefor, logos, processes, computer programs, software, inventions, trade secrets and other intellectual property rights owned or licensed by Assignor; (2) the patterns, blueprints, forms, specifications, and quality assurance specifications owned by Assignor, whether such properties are located on Assignor's business premises or on the business premises of Assignor's suppliers or other agents; and (3) Assignor's customer, prospect, dealer and distributor lists.

i. Telephone Listings. Assignor's current telephone listings, including without limitation, the right to use the telephone numbers currently being used at the principal offices and other facilities of the business.

j. Books and Records. All books and records of Assignor relating to the Transferred Assets or the business.

k. Goodwill. Goodwill, all related tangibles and intangibles which Assignor uses in the business and all rights to continue to use the Transferred Assets in the conduct of an ongoing business.

2. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Contracts.

3. Assumption. Assignee hereby (i) assumes and agrees to pay, perform in accordance with and be bound by all of the covenants, terms and obligations contained in the Contracts to be first performed by Assignor under the Contracts after the date hereof (which excludes, among other things, liabilities, obligations and commitments for any breach under such Contracts occurring prior to the close of business on the date hereof), and (ii) assumes the payables and liabilities of Assignor set forth on the latest Balance Sheet of Assignor.

4. Power of Attorney. Effective upon the date hereof, Assignor hereby constitutes and appoints Assignee and its successors or assigns the true and lawful attorney of Assignor in the name and stead of Assignor, but on behalf and for the benefit of Assignee and its successors or assigns, to: (i) endorse the name of Assignor on any and all checks, notes, drafts or other instruments or commercial paper, which may be payable or endorsed to the order of Assignor and which constitute or represent

properties or assets transferred to Assignee; (ii) demand and receive any and all of the properties and assets sold, assigned, transferred, conveyed and delivered to Assignee pursuant to this instrument, and to give receipts and releases for the same, and any part thereof; (iii) from time to time institute and prosecute actions, suits, and demands in the name of Assignor, or otherwise, for the benefit of Assignee and its successors or assigns, which Assignee and its successors or assigns may deem proper in order to collect or reduce to possession any of such properties and assets; or (iv) take any and all actions in relation to said properties, assets, claims and rights which Assignee and its successors or assigns shall deem desirable, hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor and its successors or assigns in any manner or for any reason or cause whatsoever.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law of, and not the law of conflicts of, the State of Iowa, and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Iowa applicable to contracts made and wholly to be performed in such state.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

LIVEware 5, Inc.

BY: 

J. Lyle Patrick
Vice President and Chief Financial
Officer

McLeodUSA Telecommunications Services,
Inc.

BY: 

Randall Rings
Vice President and Secretary